

FITNESS CLASS WAIVER AND RELEASE

Please read this form carefully and be aware that in consideration for permission to participate in this fitness class or wellness activity, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of participating in any and all activities associated with this fitness class or wellness activity. You are solely responsible for determining if you are physically fit and/or adequately skilled to participate in a fitness class. It is always advisable, especially if you are pregnant, disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any fitness class or exercise activity.

I recognize and acknowledge that participating in a fitness class or wellness activity entails certain risks of damage, loss or injury to persons or property (including to me, as well as other persons), and I voluntarily agree to assume the full risk of and responsibility for any injuries, damages, loss, liability, costs and expenses, regardless of severity, extent or amount, that I, or any other person, might sustain or incur as a result of my participation in this fitness class or wellness activity.

I do hereby agree to waive, relinquish, release and forever discharge (a) Families Against Narcotics and its officers, directors, employees and agents, (b) any volunteer assisting or working on behalf of Families Against Narcotics or any of its officers, directors, employees and agents, and (c) MAC Gym and its officers, directors, employees, and agents, from any and all claims or causes of action for damages, injury, loss, liability or expenses that I may now have or which may accrue hereafter to me or any other person claiming through my or on my behalf and arising out of, connected with, or in any way associated with use of these facilities and my participation in a fitness class or wellness activity.

I further agree to indemnify and hold harmless and defend (a) Families Against Narcotics and its officers, directors, employees and agents, (b) any volunteer assisting or working on behalf of Families Against Narcotics or any of its officers, directors, employees and agents, and (c) MAC Gym and its officers, directors, employees, and agents, from and against any and all losses, claims, damages, liabilities, cause of actions and expenses occurring, growing out of, incident to, or resulting directly or indirectly from my use of these facilities and my participation in a fitness class or wellness activity, including without limitation any losses, claims, damages, liabilities, cause of actions and expenses on account of personal injury to or death of any person, or damages to property of any person or entity (including but not limited to Families Against Narcotics). I HAVE READ AND FULLY UNDERSTAND THE ABOVE IMPORTANT INFORMATION, WARNING OF RISK, ASSUMPTION OF RISK AND WAIVER AND RELEASE OF ALL CLAIMS.

Participant Name (please print):

Signature: Date: